

HAMOT MEDICAL CENTER
RESIDENT AGREEMENT OF APPOINTMENT
IN THE
GRADUATE PROGRAM IN MEDICAL EDUCATION

This Agreement is for a period of one (1) year commencing on July 1, 2003 and ending on June 30, 2004, by and between

HAMOT MEDICAL CENTER,
(hereinafter referred to as "HMC")

and

Lisa Brown
hereafter referred to as "Resident")

WITNESSETH:

WHEREAS, HMC is organized for the purpose of operating a health care facility, including medical services incident to both inpatient and outpatient care; and

WHEREAS, HMC, as a sponsoring institution of Graduate Medical Education, is committed to excellence in resident physician education and to providing an environment where residents can improve their skills and knowledge in a supervised yet semi-independent manner consistent with the requirements of the appropriate accrediting bodies; and

WHEREAS, the Resident meets all requirements for participation in a graduate program of medical education conducted by HMC, including approval of the Pennsylvania State Board of Medicine, the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education and other regulatory and accrediting agencies as may be applicable; and

WHEREAS, HMC and the Resident intend to be legally bound by the terms of this Agreement, and the Resident also agrees to be bound by all terms of the HMC rules and regulations and other policies approved by the Medical Staff Executive Committee or the HMC Board of Trustees;

NOW, THEREFORE, HMC and Resident mutually agree to the following terms and provisions:

HMC-00111

The named Resident is appointed as 3rd year Resident 3rd year Graduate in the Orthopaedic Surgery Residency Program.

Section 2. Agreement of the Parties

During the term of this agreement, both parties agree as follows:

A. HMC agrees to:

1. Provide the Resident with a program of graduate medical education that meets the Institutional and Program Requirements of the Essentials of Accredited Residencies as approved by the Accreditation Council for Graduate Medical Education (ACGME).
2. Provide compensation for the Resident subject to his/her assigned graduate year of training as determined by the Program Director, in consultation with the VP for Quality & Medical Education or designate. Accordingly, Dr. Brown will receive \$44,118 as compensation from July 1, 2003 to June 30, 2004.

An additional compensation at the rate of XXX will be paid to the resident for such period as the Resident performs those duties and responsibilities required of a Chief Resident at Hamot Medical Center. The foregoing compensation will be paid in equal bi-weekly installments, less authorized and legally required deductions.

3. Grant the Resident twenty days of vacation with pay. Such vacation may be affected by unsatisfactory performance, illnesses, or noncompliance with the rules and regulations and policies approved by the Medical Staff Executive Committee and/or Board of Trustees. The allowable vacation time shall not be cumulative from year to year and must be taken during the appointed Graduate Year, subject to satisfactory scheduling by the applicable Program Director and the VP for Quality & Medical Education (or designate). Consistent with the requirements for Board Certification by respective specialty boards and with written Medical Education policy, non-educational time off (vacation, illness, interviews, etc.) that exceed program requirements during the academic year will result in extension of the total residency period equivalent to the excess time.
4. Grant a compensatory day off when the Resident works on Christmas Day, Thanksgiving Day or New Years Day.
5. Grant leave of absence with pay to the Resident, solely for the purpose of attending educational meeting/s that directly relate to his/her specialty training. Attendance at such meeting/s shall be determined by the Program Director. For each first year Resident, HMC will grant \$500 solely for the above stipulated educational materials, publications and dues.
6. Grant compensatory time off to the Resident for his/her attendance at the United States Medical Licensing Examination (USMLE) III; presentation of research paper; and interviews necessary to his/her continuing graduate training outside of Erie, as approved by the VP for Quality & Medical Education (or designate) and the applicable Program Director.

7. Provide reimbursement in the amount of \$210.00 to the Resident toward the Drug Enforcement Agency (DEA) fee renewable every three years.
8. Provide lounge, sleeping quarters and meals (\$130/month) while the Resident is on-duty or on-call at HMC. These benefits shall not apply when the Resident is away from HMC unless otherwise approved by the VP for Quality & Medical Education (or designate).
9. Furnish the Resident with uniforms and laundry for his/her duty and on-call requirements at HMC.
10. Provide professional liability insurance of the claims made type covering the Resident for his/her official activities at HMC or HMC affiliates as approved by the VP for Quality & Medical Education. The amount of such coverage shall be determined by HMC, but will be consistent with amounts provided by Hamot for other medical/professional practitioners and consistent with that required by Pennsylvania law.
11. Provide life insurance to the Resident equal to one (1) year of his/her annualized compensation.
12. Provide disability insurance to the Resident with amounts and coverage determined by HMC policy and provide access to insurance, where available, for disabilities resulting from activities that are part of the educational program.
13. Provide hospitalization, medical, dental and additional health services to the Resident, his/her spouse and eligible children, in amounts and coverage consistent with that of all HMC employees.
14. Assign the Resident to institutional committees and councils whose actions affect the resident's educational programs or that conduct patient care review and/or performance improvement activities.
15. Allow accrual of one (1) day sick leave per month for the Resident, with an accrual rate of twelve (12) days per annual appointment, cumulative for the continuous period of graduate medical education at HMC, less the number of days lost due to excused illness. No payment for sick leave(s) in excess of accrued hours will be permitted, except when it is deducted from accrued vacation benefits and authorized by the VP for Quality & Medical Education (or designate) in consultation with the Program Director. An institutional leave policy will be provided to the resident in the resident handbook.
16. Provide security and safety measures, appropriate to the risks associated with the training environment, in all areas and locations associated with training, including parking areas, on-call quarters, inpatient and outpatient facilities, hospital, and institutional grounds.
17. Provide a resident policy that describes how physician impairment, including substance abuse, will be managed. An educational program regarding physician impairment and substance abuse also will be provided.

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18. Provide access to appropriate, confidential counseling and medical and psychological support services through the Employee Assistance Program and through the resident's primary care physician, in accordance with the current health benefits plan.
 19. Provide confidential evaluations of the resident's performance on a regular basis, consistent with applicable Residency Review Committee requirements.

B. *The Resident Agrees to:*

1. Fulfill the educational requirements of the resident training program and accept the obligation to use his/her best efforts to provide safe, effective and compassionate care to patients (while under supervision) that is commensurate with his/her level of advancement and responsibility, as assigned by the Program Director and required by the Essentials of Accredited Residencies of the Accreditation Council for Graduate Medical Education (ACGME).
2. Obtain a full and unrestricted license to practice medicine in the State of Pennsylvania, either by passing the USMLE or COMLEX Examination. Such license should be obtained as soon as possible. (After successfully completing two years of approved graduated medical training for graduates of an accredited medical college, or after successfully completing three years of approved graduate medical training for graduates of an unaccredited medical school as required by Section 29 of the Pennsylvania Medical Practice Act of 1985, and rules and regulations issued thereunder. The above exams must be completed before the resident can begin his/her third graduate year of training. If eligible, the Resident must obtain a DEA license.
3. Abstain from any outside work, whether or not for remuneration, except as specially approved by the applicable Program Director and the VP for Quality & Medical Education (or designate). Approved work must be consistent with the Medical Education policy regarding work outside of the residency program.
4. Abide by and adhere to all HMC policies, procedures, rules and regulations, where applicable, and as may be promulgated from time to time to govern the Resident's participation in the medical educational and clinical affairs of HMC, including HMC and residency policies and procedures regarding gender or other forms of harassment and exploitation and policies regarding physician impairment and substance abuse.
5. Authorize HMC to divulge such information deemed pertinent to a requesting institution and hold HMC harmless from any liability that may be associated with release of such information should another medical or health care institution request references and other information on the Resident from HMC and HMC believes that such a request is honorable and proper.
6. Become certified in ACLS and ATLS before completion of the PGY 1 year of training or to provide current certification documentation of the same, and to maintain such certification through appropriate recertification procedures; to receive training and education in Occupational Safety and Health Administration (OSHA) regulations and Centers for Disease Control (CDC) recommendations regarding protection from blood-borne diseases and other occupational hazards encountered by the health care professional; training in quality assurance/performance improvement processes; and education in physician impairment and substance abuse.

7. Provide representation on institutional committees and councils whose actions affect the resident's education and participate in other institutional programs and activities involving the medical staff.
8. Participate fully in the educational and scholarly activities of the training program and, as required, assume responsibility for teaching and supervising other residents and/or students.
9. Develop a personal program of independent study and professional growth under the supervision and guidance of the program teaching staff.
10. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and cost containment measures as they apply to the provision of patient care as appropriate.
11. Submit confidential written evaluations of the faculty and of the educational experiences to the program director. Participate in evaluation of security and safety issues related to the training environment.
12. Accept the obligation to function as an integral member of the health care team, treating other health care professionals and support staff with respect, courtesy and professionalism.

13. DUTIESOrthopaedic Third Year Resident

- a. During the third year, the Orthopaedic resident is responsible for satisfactorily completing the following duties:

While assigned to the Floors: The resident is responsible for all admitting histories and physical examinations and for organizing all pertinent laboratory and x-ray studies for his/her patients. He/she will also be required to present patients to the attending surgeon or senior resident.

The resident will have increased direct patient-care responsibility under the direction of a senior resident, for all orders, progress notes, dressing changes, adjustment of traction, etc. The resident should not be responsible for direct patient care for more than 80 hours a week.

The resident will directly supervise all medical students and first and second year residents rotating on Orthopaedics who are assigned to assist the resident in patient care. These duties include teaching responsibilities and discussing with and explaining to students and first and second year residents why particular procedures are being done, as well as the diagnosis and projected patient management.

While assigned to the Clinic: The resident is responsible for new patient workups and the application of casts on clinic patients who are waiting in the Cast Room. He/she will be supervised by either the senior resident or the attending staff.

While assigned to the Emergency Room: The resident must respond within ten (10) minutes following a call from the Emergency Room. He/she will act as the primary Orthopaedic evaluator and provide consultation and treatment. The resident will be under the direct supervision of the senior orthopaedic resident.

While assigned to the Operating Room: The resident is responsible for the surgical preparation of all cases and will assist in surgery when requested.

- b. After each rotation, the resident will return a completed evaluation form to the Director, and the attending physician will return an evaluation of the resident. The Director will regularly review these evaluations with the resident.
- c. The resident will be on call in the hospital approximately every fourth night.
- d. The resident will be responsible for all assigned conferences throughout the year.

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The resident is responsible for presentation and/or publication. It should be submitted to a refereed journal, e.g., JBJS, CORR, JHS, AJSM, etc. or to a national meeting. Acceptable meetings for which the resident will be reimbursed to attend include AAOS, AOA Residents Conference, POS and EOA (when held in the continental US). Subspecialty meetings are acceptable academic travel, however, the senior author, e.g., hand surgeon, sports medicine attending, etc., will be responsible for travel expenses. The resident will attend monthly research meetings.

f. During the third year, the resident will spend a six-month rotation in the Hamot Research Center under the direction of the Director of Research. The resident will adhere to all policies and procedures of the Department. The resident will complete a minimum of one case report and one clinical research project, inclusive of write-up. The resident will be involved in at least one basic science project. The requirements may be modified by mutual agreement. Attendance is required Monday-Friday, 8:00am to 4:30 pm. Studying for examinations and preparing for lectures will be done during evenings and on weekends. On occasion, these may be done on rotation, but only approved by the Director.

If the Director documents that the resident is not progressing per expectations, the resident will be placed on academic probation. His/her progress will be subject to ongoing review. Failure to comply may result in suspension from the program.

g. The resident is responsible for pre- and post-operative follow-ups in one of his/her attending's office one half day per week. Physical examination, radiologic findings and surgical indications will be discussed with the attending.

h. During the third year, the resident is required to attend a pathology conference.

1. Either party may terminate this Agreement at any time upon notice thereof for proper cause.
2. The Chairman of the Medical Staff Executive Committee, the Vice-President for Quality & Medical Education, the chairman of a clinical department, the Program Director, the President of HMC or HHF (or a designate), the Executive Committee of either the Medical Staff or the Board of Trustees shall each have the right to summarily suspend all or any portion of the activities of the Resident whenever such action must be taken immediately in the best interest of patient care. Such summary suspension shall become effective immediately. Upon imposition of a summary suspension, the Program Director shall provide written notice of the matter to the Vice President for Quality & Medical Education (or designate) and the matter shall be processed in accordance with the procedures as outlined in the "Grievance Resolution and Due Process for Resident Physicians" policy.

Section 4. Due Process


Any problem, grievance, misunderstanding, or alleged violation(s) arising under this Agreement and any pertinent matters relating thereto and to the resident's status in his/her residency, shall be resolved in accordance with the policy for "Grievance Resolution and Due Process for Resident Physicians" contained within the resident handbook.


Section 5. Continuation of Training

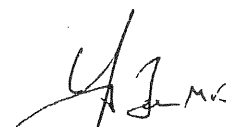
Upon satisfactory completion of the resident training year as determined by the program director and faculty, the Resident shall be promoted to the next level of resident training required and approved for his/her specialty, unless either HMC or the Resident shall give written notice to the other of termination upon completion of the current contract year. Such notice must be provided at least one hundred twenty (120) days before completion of the contract year.

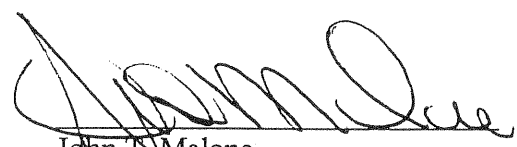
This Agreement shall supersede all prior understandings and agreements between HMC and the Resident, and no changes shall be made in this Agreement without execution by the parties hereto in the same manner as the original agreement.

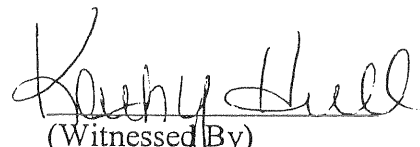
IN WITNESS WHEREOF, the parties have, in good faith, executed this Agreement on the day of _____, 2003.



Signature of Resident

John D. Lubahn, MD
Program Director
Hamot Medical Center

Hershey S. Bell, MD
Vice President for Quality & Medical Education
Hamot Medical Center

John T. Malone
Chief Executive Officer
Hamot Health Foundation

(Witnessed By)

Date

4/8/03